LIMITED LIABILITY COMPANY AGREEMENT

OF

GEN ADS, LLC

A WASHINGTON LIMITED LIABILITY COMPANY

EXHIBIT B

31274096_2

EXCLUSIVE ADVERTISING SERVICES AGREEMENT

This EXCLUSIVE ADVERTISING SERVICES AGREEMENT ("Agreement") is entered into as of the latest date printed below (the "Effective Date") by and between Gen Ads, LLC, a Washington limited liability company ("GENADS"), whose address for notices relating to this Agreement is 701 5th Ave, Suite 5800, Seattle, WA 98104 and Breitbart.com, LLC, a California Limited Liability Company ("CUSTOMER"), whose address for notices relating to this Agreement is:

541 Cashmere Terrace
Los Angeles, California 90049
Attn: Mr. Andrew Breitbart

With a copy to:

Katten Muchin Rosenman LLP
2029 Century Park East, Ste. 2600
Los Angeles, CA 90067
Attention: Laurence Solov

Customer Sites (attach additional pages if necessary): [See Schedule 1.]

TERMS AND CONDITIONS

1. Definitions.

1.1 "Advertisers" means advertisers, advertising agencies, sponsors, promotional partners, media buying services or other similar entities that, whether directly or through their respective advertising agencies, promote themselves, brands, products or services.

1.2 "Advertising" or "Advertisements" means the material that promotes a brand or a product or a service through advertising banners, text links, buttons, jump pages and similar promotional devices as well as all elements of a sponsorship or promotion.

1.3 "Advertising Location" means each section of the CUSTOMER SITE on which a single Advertisement may appear.

1.4 "Advertising Sales Revenue" means the gross revenue collected by GENADS from the sale of Advertising on the CUSTOMER Site(s), less Bad Debt, refunds, and charge-backs.

1.5 "Appended Data" means the demographic or other information owned by GENADS that is attached or appended to the Registration Data for use in the Database.

1.6 "Bad Debt" means receivables for billed Net Advertising Sales Revenue for which collection has not been made and, in accordance with the criteria set by GENADS, is deemed uncollectable.

1.7 "Database" means GENADS' database of Internet users that is a compilation of demographic and other information of Internet users for the purposes of delivering profile-targeted Advertising to Internet users.

1.8 "GENADS Data" means the data, names, phone numbers, addresses and other information collected or generated by GENADS with respect to the solicitation and servicing of Advertisers.

1.9 "GENADS Network" means the network of Internet Web sites for which GENADS solicits Advertisers regarding the placement of Advertising for display on Web pages.

1.10 "GENADS Technology" means all hardware, software, programs, codes, trade names, technology, intellectual property, licenses, patents, trademarks, copyrights, trade secrets, know-how, and processes used by GENADS under this Agreement.

1.11 "Net Advertising Sales Revenue" means the Advertising Sales Revenue, less any advertising agency commissions retained by the advertising agency or paid by GENADS to the advertising agency.

1.12 "Page Impression(s)" shall mean an Internet user viewed Web page logged by GENADS that displays any Advertisement published by GENADS on the CUSTOMER Sites.

1.13 "Royalty" means the payment by GENADS to CUSTOMER comprised of the CUSTOMER's portion of Net Advertising Sales Revenue as set forth in Section 6.3 below.

1.14 "Tag(s)" means a unique tag, or graphical element in a fixed location on a Web page designed for the delivery of Advertising, in HTML/Java or other appropriate languages that are affixed appropriately by CUSTOMER to the CUSTOMER Site's Web pages to enable GENADS to serve Advertising to those Web pages.

1.15 "CUSTOMER Site(s)" means Internet Web site(s) owned and or operated by CUSTOMER specified on the first page hereof.

2. Rights. The CUSTOMER hereby grants to GENADS the worldwide exclusive right to sell all Advertising on the CUSTOMER Site(s) at prices and terms solely determined by GENADS during the term of this Agreement. Accordingly, under no circumstances shall CUSTOMER retain a third party to solicit Advertisers for the CUSTOMER Sites (other than GENADS). Further, CUSTOMER shall not solicit to the exclusion of GENADS any Advertisers unless approved in writing by GENADS. Nothing herein shall be construed as preventing GENADS from selling advertising inventory for other third parties. Exclusivity under this Section 2 shall be subject to the terms of Section 5 of this Agreement, and conditioned on the CUSTOMER receiving the Minimum Royalty Payment pursuant to Section 6.3 of this Agreement.

3. Obligations of CUSTOMER. The CUSTOMER represents, warrants, covenants and agrees:

(a) to use its best efforts to maintain the CUSTOMER Site and the CUSTOMER Site's Web pages in a manner consistent with the intent and purpose of the CUSTOMER Site as at the date first written above;

(b) to insert the Tags on each of the CUSTOMER Site's Web pages in such a manner as complies with this Agreement.

(c) to insert a button with the GENADS logo on the CUSTOMER Site's home page (or some other location mutually agreeable to the parties) directing potential Advertisers to the GENADS Web site (www.genads.com);

(d) to furnish GENADS with all subscribership, viewership, inventory, and usage reports, reviews and audience studies, deliveries, census requirements, and any other information regarding the CUSTOMER Site and the CUSTOMER Site's Web pages as is reasonably available to the CUSTOMER and appropriate for use by GENADS for the sale of Advertising; and

(e) not to engage, contract with, license or permit any person, firm or entity (including the CUSTOMER and its employees) other than GENADS and its employees to sell, or represent the CUSTOMER for the sale of, Advertising on the CUSTOMER Site and to refer all advertising inquiries to GENADS.

4. **Obligations of GENADS**. GENADS represents, warrants, covenants and agrees:

(a) to use commercially reasonable efforts to solicit and sell Advertising inventory on the CUSTOMER Site's Web pages to Advertisers at such prices as GENADS shall deem appropriate in its sole discretion;

(b) to deliver and serve Advertising to the CUSTOMER Site's Web pages;

(c) to provide the CUSTOMER with reasonable access to all records relating to the Advertising, including third party contracts and information that will allow it to monitor the volume of paid Advertising delivered to the CUSTOMER Site's Web pages and the revenue earned (subject to billing corrections and accounting adjustments) thereby, provided, that such records are subject to the confidentiality obligations of the parties set forth in this Agreement and all such records, including data, statistical information or other traffic analysis, produced or provided by GENADS shall be the property of GENADS;

(d) to provide to the CUSTOMER detailed information as to the content and appearance of advertisements delivered to the CUSTOMER Site's Web pages, so as to make any consent CUSTOMER gives as to the content or appearance of such advertisements according to paragraphs (e) and (f) below, be informed and specific consent;

(e) to allow the CUSTOMER to consent or withhold consent as to the content of the advertisements delivered to the CUSTOMER Site's Web pages;

(f) to allow the CUSTOMER to consent or withhold consent as to the placement and appearance of advertisements delivered to the CUSTOMER Site's Web pages, and the use of animation and flash in such advertisements;

(g) to deliver to the CUSTOMER a monthly statement ("Statement") showing the Royalty earned by CUSTOMER during the calendar month and any sum(s) due the CUSTOMER; each Statement shall be final and binding on the CUSTOMER, unless the CUSTOMER objects in writing thereto within 180 days of receipt of the relevant Statement; notwithstanding the foregoing, GENADS shall have the right to correct any errors in a Statement at anytime in its sole discretion; and

(h) to comply with all laws, regulations and policies applicable to GENADS and its business and activities, including but not limited to anti-spyware, anti-spam and online child protection laws and regulations.

5. Initiation Period; Transition Period.

5.1 Initiation and Transition Periods. From the date of this Agreement to January 1, 2006 (the "Initiation Period"), GENADS will not be required to deliver Advertising under this Agreement. By January 1, 2006 (the "Initiation Date"), GENADS will have sold and delivered one (1) banner advertisement to the CUSTOMER Site Web pages. During the 90 days following the Initiation Date (the "Transition Period"), GENADS will continue to deliver Advertising to individual locations on the CUSTOMER Site Web Pages. By the end of the Transition Period (the "Transition Date"), GENADS will deliver Advertising to all of the Advertising Locations on the CUSTOMER Site Web pages.

5.2 Exclusivity. During the Initiation Period, CUSTOMER will not be subject to Exclusivity provisions under Section 2. During the Transition Period, as GENADS is able to deliver Advertising to each Advertising Location, it will gain exclusive rights to deliver Advertising to that Advertising Location.

5.3 Termination. The failure of GENADS to deliver the single banner advertisement by the Initiation Date, or to deliver Advertising to all of the Advertising Locations on the CUSTOMER Site Web pages by the Transition Date will allow the CUSTOMER to terminate this Agreement without liability, according to the terms of Section 7.2 of this Agreement (with respect to cure period and notice provisions).

6. Payments.

6.1 Advertiser Payments. Advertisers shall be directed to pay to GENADS all cash and other consideration due from the provision of Advertising by GENADS during the term of this Agreement and for a period of six months following the termination of this Agreement (except for sponsorships, with respect to which payments shall be made to GENADS and a percentage shall be retained by GENADS for the duration of the sponsorship regardless of the date of termination of this Agreement).

6.2 Payments to CUSTOMER. Within thirty (30) days of the end of each calendar month, GENADS shall deliver to CUSTOMER the Royalty on the terms and conditions set forth in Section 6.3 below, provided that GENADS may retain the amount due to CUSTOMER until the Royalty due CUSTOMER exceeds $50 in the aggregate.

6.3 Royalty. GENADS shall pay to the CUSTOMER a Royalty equal to 50% of the Net Advertising Sales Revenue, but if GENADS enters into an advertising services agreement to deliver advertising to a website run by a third party under which the third party shall receive a higher percentage of the revenue than the CUSTOMER receives under this Agreement, then CUSTOMER shall receive such percentage of the revenue as the third party receives. The Royalty paid to CUSTOMER shall automatically be adjusted as of the effective date of such third party agreement, and shall continue at that level thereafter regardless of any termination of the third party agreement. After the Transition Date (as defined in Section 5.1 of this Agreement), exclusivity pursuant to Section 2 of this Agreement shall be granted to GENADS only if the Royalty paid to CUSTOMER equals a minimum of two dollars and fifty cents ($2.50) per one thousand (1,000) Page Impressions of the CUSTOMER Sites (the "Minimum Royalty Payment"). CUSTOMER acknowledges that during the term of this Agreement and for six (6) months after the expiration or termination of this Agreement, GENADS shall be entitled to all the Advertising Sales Revenue, less the Royalty (which shall be paid to CUSTOMER).

6.4 Remittance to CUSTOMER. In the event any Advertiser remits any payment for Advertising directly to the CUSTOMER rather than to GENADS, the CUSTOMER agrees to make prompt payment to GENADS of any and all such payments.

7. Term.

7.1 Term; Termination. The Term of this Agreement will commence on the Effective Date, will continue for three (3) years from the Effective Date, and will renew automatically for additional periods of one year, unless otherwise terminated pursuant to the terms of this Agreement. Either party may terminate the Agreement by giving written notice to the other party (effective on the annual anniversary of the Effective Date) with at least ninety (90) days prior written notice.

7.2 Termination for Cause. This Agreement may be terminated by either party on thirty (30) days' prior written notice to the other party upon the occurrence of a material breach by the other party of any covenant, duty or undertaking herein, which material breach continues without cure for a period of 30 days after written notice of such breach is received by the breaching party from the non-breaching party.

7.3 Termination in the Event of a Merger or Sale. In the event that CUSTOMER merges with, or sells all or substantially all of its assets to a third party, the CUSTOMER may terminate this agreement, effective immediately, without any liability to CUSTOMER, upon the payment of the Customer Termination Fee. The "Customer Termination Fee" shall be the greater of:

a) If Purchase price of CUSTOMER company, (A); Gross revenue of CUSTOMER company, (B); Gross revenue from advertising of CUSTOMER company, (C); and During the first 12 months D = 15%; the following 12 months D = 10%, months 25 and on D = 5%:

A * (C / B) * D = Payment

For example if the company purchase price was 1,000,000.00 (A) and the gross revenue was 300,000 (B) and the gross revenue from advertising was 30,000 (C) and it was the 6 month of the term of the contract (D) the payment would be 15,000.

1,000,000 * (30,000 / 300,000) * 15% = 15,000; and

b) If Average monthly advertising sales revenue from the last 6 months: (A); Average monthly Royalty from the last 6 months: (B); and number of months remaining in contract term, (C):

(A - B) * C = Payment

For example if the average monthly advertising sale revenue from the last 6 months was 100,000 (A) and the average monthly royalty from the last 6 months was 75,000 and the number of remaining months in the contract term was 25 the payment would be 625,000

(100,000 - 75,000) * 25 = 625,000.

7.4 **Assignment**. In the event either party assigns this Agreement to a third party (subject to the restrictions in Section 13 below), the Term of this Agreement will continue for one year from the date of assignment, regardless and notwithstanding a notice of termination described in Section 6.1 above. By way of clarification and not limitation, the assignee shall comply with the terms of this Agreement for at least one year from the date of assignment (unless terminated for cause).

7.5 **Survival**. Sections 1, 7, 8, 11, 16, 17, 18, 19, 20, 21, 22 and 23 shall survive the expiration and termination of this Agreement.

8. **Intellectual Property**. The GENADS Technology and GENADS Data will remain the sole property of GENADS and CUSTOMER will have no rights, title or interest in the GENADS Technology and GENADS Data. Upon the expiration or termination of this Agreement, CUSTOMER agrees that it will promptly return all information, documents, manuals and other materials belonging to the other party except as otherwise provided in this Agreement or any exhibits hereto.

9. **Confidentiality**. GENADS and CUSTOMER covenant to each other that neither party will disclose to any third party (other than its employees and directors, in their capacity as such, and the employees and directors of any affiliate on a need to know basis so long as they are bound by the terms of this Agreement) any information regarding the terms and provisions of this Agreement or any nonpublic confidential information, which information a reasonable person would consider confidential or which is marked as "confidential" or "proprietary", except(i) to the extent necessary to comply with any law or valid order of a court of competent jurisdiction (or any regulatory or administrative tribunal), in which event the party so complying shall so notify the others as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, if available; (ii) as part of its normal reporting or review procedure to its auditors or its attorneys, as the case may be, so long as they are notified of the provisions of this Agreement; (iii) in connection with any filing with any governmental body or as otherwise required by law, including the federal securities

laws and any applicable rules and regulations of any stock exchange or quotation system; and (iv) in a confidential disclosure made in connection with a contemplated financing, merger, consolidation or sale of capital stock of GENADS or the CUSTOMER. Information which is or should be reasonably understood to be confidential or proprietary includes, but is not limited to, information about the GENADS Network, to the Database sales, cost and other unpublished financial information, product and business plans, projections, marketing data, and sponsors, but shall not include information (a) already lawfully known to or independently developed by a party, (b) disclosed in published materials, (e) generally known to the public, (d) lawfully obtained from any third party or (e) required to be disclosed by law.

10. Content of CUSTOMER Site.

10.1 **Content Restrictions**. CUSTOMER covenants and agrees not to knowingly include or provide via the CUSTOMER Site, and agrees to remove from the Web site any material that is : (i) libelous, pornographic, obscene, or defamatory under any federal or state law; (ii) an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret or other proprietary rights); or (iii) an infringement on any third party's rights of publicity or privacy. CUSTOMER further covenants and agrees, with respect to the operation of its CUSTOMER Site and its Web pages, to comply with all laws, statutes, ordinances, and regulations.

10.2 **Attribution**. CUSTOMER agrees to publish a text-link or hyper-link on the footer of all web pages of the CUSTOMER Site(s) to www.genads.com.

10.3 **Fraudulent Click Solicitation**. CUSTOMER agrees not to include or provide via the CUSTOMER Site or the Web pages (or in any chat room directly or indirectly connected therewith) any language, content or material that is or may reasonably be considered to be a direct or indirect incentive aimed at a user to repetitively and in bad faith click on Advertising that is displayed on the CUSTOMER Site and receive, as consideration for such clicks, cash, cash equivalents or other tangible benefit; and CUSTOMER agrees not to take any action or encourage any conduct in relation to its CUSTOMER Site or Web pages that is or may reasonably be considered adverse to the interests of Advertisers that advertise on the CUSTOMER Site.

11. Content of GENADS Advertisements.

11.1 **Content Restrictions**. GENADS covenants and agrees not to knowingly include or provide via the Advertisements delivered to the CUSTOMER Site and its Web pages, and agrees to remove any advertisements from the Web site containing any material that is : (i) libelous, pornographic, obscene, or defamatory under any federal or state law; (ii) an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret or other proprietary rights); or (iii) an infringement on any third party's rights of publicity or privacy. GENADS further covenants and agrees, with respect to the delivery of advertisements to the CUSTOMER Site and its Web pages, to comply with all laws, statutes, ordinances, and regulations.

12. **Indemnification**. CUSTOMER and GENADS shall indemnify and hold harmless the other party, its advertisers and other suppliers and any related third parties (including its officers, managers, members, directors and attorneys), from and against any and all third party claims, suits, actions, proceedings (formal and informal), investigations, judgments, deficiencies, damages, settlements, liabilities, and legal and other expenses (including reasonable legal fees and expenses of attorneys chosen by the indemnified party) as and when incurred, arising out of or based upon any act or omission or alleged act or alleged omission by the indemnifying party in connection with the acceptance of, or the performance or non-performance by the indemnifying party of, any of its duties under this Agreement or arising from the breach by the indemnifying party of its warranties.

13. **Representations and Acknowledgments**. CUSTOMER represents, warrants and acknowledges the following:

(a) that CUSTOMER has the authority to enter into this Agreement and to perform its obligations hereunder, that it has the right to grant the rights granted to GENADS hereunder, and that it has the authority to make the CUSTOMER Site and its Web pages available for Advertising; and

(b) that GENADS is acting solely as a conduit distributor and marketer of the Advertising and that it has no responsibility for the content of the Advertising and/or the CUSTOMER Site(s), apart from the responsibilities detailed in this Agreement.

14. **Representations and Acknowledgments**. GENADS represents, warrants, agrees and acknowledges the following:

(a) that GENADS has the authority to enter into this Agreement and to perform its obligations hereunder, that it has the right to grant the rights granted to CUSTOMER hereunder, and that it has the authority to deliver Advertising to the CUSTOMER Site; and

(b) that (i) any software of GENADS or any third party provided by GENADS to the CUSTOMER for its own use or for distribution by the CUSTOMER, or any software downloaded to end users of the CUSTOMER Site and its Web pages by the Advertisements delivered to the CUSTOMER Site and its Web pages ("GENADS Software") and/or the content of the Advertising delivered to the CUSTOMER Site and its Web pages, and/or the technology used by GENADS in connection with the delivery of Advertising to the CUSTOMER Site and its Web pages: (a) are owned, validly licensed for use by GENADS or in the public domain; (b) do not constitute or advocate defamation, libel, obscenity, hate, or discrimination; (c) do not violate applicable law or regulations, including those relating to the use of so-called "spyware" (as defined by reference to statutes and regulations of the jurisdiction of such end users); (d) do not infringe or violate any copyright, patent, trademark or other similar intellectual property right, or otherwise violate or breach any duty toward, or rights of any person or entity, including without limitation, rights of privacy and publicity; and (e) do not result in any consumer fraud or illegal business practices, product liability, breach of contract to which GENADS is a party or cause injury to any third party; and (ii) any GENADS Software is easily identifiable by end users in accordance with standard industry procedures, such as by inclusion in the "All Programs" or "Programs" list accessible through the "Start" button on Microsoft Windows, and is easily removable by end users in accordance with standard industry procedures, such as by use of the "Add/Remove Programs" utility in Microsoft Windows.

15. **No Poaching**. CUSTOMER and GENADS agree that, during the Term and for a period of one year from the end of the Term, neither they nor their affiliates will solicit or recruit the services of any of the employees of the other party, or hire any such employees, except for such employees as have historically worked for both parties or their affiliates.

16. **Amendment and Waiver; Successors and Assigns**. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or future exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedy that may be available to the parties at law, in equity or otherwise. This Agreement shall not be amended, waived, modified, assigned or transferred except by a written consent to that effect signed by CUSTOMER and GENADS, provided, that GENADS may transfer or assign this Agreement without the consent of CUSTOMER in the event of a merger of GENADS with, or a sale of all or substantially all of its assets to, a third party who is experienced in the industry, reputable, and well-established as a going business concern, in the reasonable determination of the CUSTOMER. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. CUSTOMER agrees that if it assigns or transfers this Agreement, it shall cause such successor, assignee, or transferee to assume all of the CUSTOMER's obligations hereunder. Any assignment, transfer, or assumption shall not relieve the CUSTOMER of liability hereunder.

17. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the applicable U.S. federal law and the laws of the State of Washington without regard to choice of law provisions. Each party hereto (i) consents to and waives any objections to personal jurisdiction, service of process, and venue in the state and federal courts located in King County, Washington, and (ii) agrees that any action or proceeding arising out of or related to this Agreement will be filed and prosecuted only in the aforementioned courts. The most prevailing party in any legal action related to this Agreement shall be entitled to its reasonable attorneys' fees.

18. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and either hand-delivered, telecopied, mailed by certified first class mail, postage prepaid, or sent via electronic mail to the other party or parties hereto at the address(es) set forth above. A notice shall be deemed given when delivered personally, when the telecopied notice is transmitted by the sender, three business days after mailing by certified first class mail, or on the delivery date if delivered by electronic mail.

19. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and replaces any and all contemporaneous or prior negotiations, representations, or agreements between the parties, whether oral, written, or electronic. The parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement.

20. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

21. **Force Majeure**. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, failure of communications systems or networks, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

22. **Severability**. Should one or more provisions of this Agreement be or become invalid, the parties hereto shall substitute, by mutual consent, valid provisions for such invalid provisions which valid provisions in their economic effect are sufficiently similar to the invalid provisions that it can be reasonably assumed that the parties would have entered into this Agreement with such valid provisions. In case such valid provisions cannot be agreed upon, the invalidity of one or several provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance to this Agreement that it is to be reasonably assumed that the parties would not have entered into this Agreement without the invalid provisions.

23. **LIMITATION OF LIABILITY; DISCLAIMER**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR LOST PROFIT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GENADS MAKES NO WARRANTIES OF ANY KIND TO ANY PERSON WITH RESPECT TO THE AD SERVING SYSTEM USED TO DELIVER ADVERTISING OR ANY ADVERTISING OR DATA SUPPLIED HEREBY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

24. **Independent Contractors**. GENADS and CUSTOMER shall each act as independent contractors. Neither party shall exercise control over the activities and operations of the other party. GENADS and CUSTOMER shall each conduct all of its business in its own name and as it deems fit, provided it is not in derogation of the other's interests. Neither party shall engage in any conduct inconsistent with its status as an independent contractor, have authority to bind the other with respect to any agreement or other commitment with any third party, nor enter into any commitment on behalf of the other, except as expressly provided for by this Agreement.

[signatures to follow]

IN WITNESS WHEREOF, the parties hereto understand and AGREE to be bound by the above terms, by and through their duly authorized agents, on the latest date printed below.

GEN ADS, LLC

____

Name:

Its:__________________

Date: 11/09/05

CUSTOMER

Name:

Its:__________________

Date:________________

SCHEDULE 1
Customer Sites